

U.S. COURTS
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CAMERON S. BURKE
CLERK IDAHO

D. Blair Clark
RINGERT CLARK CHARTERED.
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Boise, Idaho 83701-2773
Telephone No. (208) 342-4591
Attorneys for Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:)	
)	Case No. 98-00476
CASCADE BUILDERS,)	
DEVELOPERS, INC.,)	AFFIDAVIT OF REALTOR
)	
Debtor.)	
_____)	

STATE OF IDAHO)
) ss
COUNTY OF)

Dale Bowman, being first duly sworn upon oath, deposes and says:

That I am a practicing realtor and a member of the realty firm of Century-21
Gem Realty, with offices at Emmett, Idaho.

That I have read the Application of the debtor-in-possession for authority to
employ and retain the undersigned as realtors.

That I believe that I have no connection with any creditors or other parties in
interest in this proceeding.

That I believe that myself and my firm, are disinterested persons as defined
in 11 USC §101(13) and represent no interest adverse to the bankruptcy estate on
matters upon which I am to be engaged. I therefore, believe that myself and my firm can

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undertake representation of the debtor-in-possession in this case.

Dated this 19th day of June, 1998.

CENTURY-21 GEM REALTY,

by Dale Bowman
Dale Bowman

SUBSCRIBED AND SWORN TO before me this 19th day of
June, 1998.

Sammy Mark
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 12/11/99



EXCLUSIVE SELLER REPRESENTATION AGREEMENT
THIS IS A LEGALLY BINDING EXCLUSIVE RIGHT TO SELL AGREEMENT
OWNER IS ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL



The Owner here retains the Broker of (Company Name) Southwestern MLS as the agent of the Owner to sell or exchange the property described in Item #2 below during the term of this agreement and on any additional terms hereafter set forth.

1. OWNER(S). The full name of the Owner(s): Cascade Builders - Developers of Stuart Rudorfer, Pres.

2. PROPERTY ADDRESS AND LEGAL DESCRIPTION. The property address and the complete legal description of the property are as set forth below. If the legal description is omitted, or in error, the Broker is authorized to insert, correct or attach the correct legal description of the property.
Address: 1111 N. Cherokee
County: Idaho City: Emmett Zip: 83617
Legal Description: Lot 2 Block 4 Indian Meadows

3. TERM OF AGREEMENT. The term of this Agreement shall commence 08-13-98 and shall expire at midnight 2-13-99 unless renewed or extended. If the Owner accepts an offer to purchase or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

4. PRICE. Owner agrees to sell the property for a total price of \$ 86,700

5. ACCEPTABLE TERM. (Complete all applicable provisions)

FINANCING: ☒ FHA ☒ VA ☒ CONY ☒ TRFA ☒ RD ☐ Exchange ☒ Cash lease option
☐ Cash to existing loan(s); ☐ Assumption of existing loan(s)

☐ Owner will carry contract and accept a minimum down payment of \$ _____ and an acceptable secured note for the balance to be paid as follows: _____

Other acceptable forms: _____

Brokers are required by Idaho Real Estate Law to present all written offers

6. BROKERAGE FEE

a. If Broker or any person, including Owner, procures a purchaser ready, willing and able to purchase, transfer or exchange the property on the terms stated herein or on any other price and terms agreed to in writing, the Owner agrees to pay a total brokerage fee of 3% % of the gross selling price OR \$ _____. The fee shall be paid in cash at closing unless otherwise designated by the Broker in writing.

b. Further, the brokerage fee is payable if the property or any portion thereof or any interest therein is, directly or indirectly, sold, exchanged or optioned or agreed to be sold, exchanged or optioned within 10 days following expiration of the term hereof to any person who has examined, been introduced to or been shown the property during the term hereof.

c. If Owner, upon termination of this Agreement, enters into an Exclusive Right to Sell Agreement to market said property with another Broker, then the time period set out above in Item 6, paragraph b, shall not apply and will be of no further force or effect.

d. Owner does ☒ does not ☐ consent to allow Buyer's Agents and/or Dual Agents to show property and to allow the Broker to share brokerage less as determined by the Broker with Buyer's Agents and/or Dual Agents.

7. ADDITIONAL FEES:

8. INCLUDED ITEMS. Owner agrees to leave with the premises all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants of shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built in and "drop in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights and any and all, if any, ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein. Also included:

9. EXCLUDED ITEMS:

10. TITLE AND EXISTING ENCUMBRANCES. Title to the property to be conveyed by Warranty Deed, unless otherwise provided herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual(s) executing this Agreement warrant and represent that said individual(s) either owns the property or has/have full power and right to enter into this Agreement and to sell and convey the property on behalf of the Owner and that to the best of said individual(s) knowledge the property is in compliance with all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the property except:

The Owner agrees to provide good and marketable title to the property at the time of closing. The property is currently encumbered by the following item(s):

☒ 1st Mortgage ☐ 2nd Mortgage ☐ Home Equity Loan ☐ Other _____

Loan Payments ☐ are ☐ are not current; Buyer ☐ will ☐ will not be required to qualify and ☐ will ☐ will not release Owner's liability. Owner is aware that some loans have a recapture provision or prepayment penalty and Owner may be required to pay additional funds to satisfy such recapture or penalty.

11. MULTIPLE LISTING SERVICE AUTHORIZATION. (Name of MLS): Southwestern MLS
By initialing this line, it is understood that Broker is a member of the above MLS. Owner authorizes and directs Broker to enter in cooperation with and compensate other Brokers, and to submit a Property Data Sheet and any authorized changes to MLS as required in the Rules and Regulations of the above MLS. Owner understands and agrees that any MLS information regarding the above property will be made available to Buyer's Agents and/or Dual Agents. Owner acknowledges that it has been explained to them that any sales price information compiled as a result of this Agreement may be provided to the County Assessor's office. Owner agrees that any such disclosure is permissible.

12. LOCKBOX AUTHORIZATION

By initialing this line, Owner directs that a lockbox containing a key which gives MLS Keyholders access to the property shall be placed on any building located on the property. Owner authorizes MLS Keyholders to enter said property to inspect or show the same. Owner agrees to hold Broker harmless from any liability or loss.

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USE BY ANY OTHER PERSON IS PROHIBITED

51 PROPERTY ADDRESS: 1119 N. Cherokee

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54 13. ADVERTISING AND SIGN AUTHORIZATION.

55 Owner agrees to allow Broker to advertise said property in ☒ print ☐ electronic ☒ internet advertising media

56 Property owner's name: ☒ will ☐ will not be disclosed.

57 ☒ YES ☐ NO Owner agrees to allow the placing of Broker's sign on above property

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59 14. DUTIES TO A CLIENT. The brokerage and affiliated licensees representing a seller are agents of the client and owe the following duties: 1) to perform the terms of the written representation agreement; 2) to use reasonable skill and care; 3) to promote the best interests of the client in good faith, honesty and fair dealing. This includes (but is not limited to): a) disclosure of any adverse material fact the agent knows or reasonably should have known; b) seeking an acceptable purchaser for a seller and assisting in the negotiations; c) for a client-seller, request reasonable proof of a prospective buyer's financial ability to purchase the real property. This duty may be satisfied by any appropriate method suitable to the transaction, or by directing the client to seek professional tax, legal or other counsel; 4) a duty of confidentiality which may continue after the end of the representation; 5) properly account for money or property in care of the brokerage

60 15. CONSENT TO LIMITED DUAL REPRESENTATION. The undersigned (Seller) has received, has read and understands the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned understands that the brokerage involved in this transaction will be or may be providing agency representation to both the buyer(s) and seller(s). The undersigned each understand that as agents for both buyer and seller, the brokerage(s) will be limited dual agents and cannot legally disclose to either party certain confidential information concerning price negotiations, terms or factors motivating the buyer to buy or the seller to sell without specific written permission of the disclosing party. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2083 Idaho Code. The undersigned each understand that a limited dual agent does not have a duty of undivided loyalty to either client. THE UNDERSIGNED FURTHER UNDERSTANDS THAT ALL PARTIES (BUYERS AND SELLERS) MUST GIVE THEIR EXPRESS WRITTEN CONSENT FOR THE BROKERAGE TO ACT AS A LIMITED DUAL AGENT REGARDING ANY SPECIFIC TRANSACTION OR PROPERTY.

61 16. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES. Seller acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent for other Sellers and for Buyers in the purchase of property. Seller has been advised and understands that it would create a conflict of interest for Broker to introduce any Client Buyer to Seller's property because Broker could not satisfy all its client duties to both the Client Buyer and the Client Seller in connection with such a showing or any transaction which resulted. Based on the understandings acknowledged, Seller makes the following election: (Make one selection only)

62 SR Seller does want Broker to introduce any interested client of Broker to Client Seller's property and hereby agrees to relieve Broker of conflicting agency duties including the duty to disclose confidential information known to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Client Seller's property and in the preparation of any contract of sale which may result. It is agreed that the Seller shall be notified by Broker whenever a Buyer/Client of Broker desires to see Seller's property.

63 na Seller does not want Broker to introduce interested Buyer Clients to Client Seller's property and hereby releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no obligation or duty to introduce the Buyer to any Client Seller's property.

64 17. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 56, Chapter 25 Idaho Code, Seller shall within ten (10) days after execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer.

65 18. LEAD-BASED PAINT DISCLOSURE. Seller has been advised of disclosure obligations regarding lead-based paint and lead-based paint hazards in the event property is a defined "Target Housing" under Federal Regulations. Said property ☒ is ☐ is not "Target Housing". If yes, Seller agrees to sign and complete the Information Disclosure and Acknowledgment Form provided to me and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards, if any.

66 19. DEPOSIT. Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the property and shall notify Owner of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute Owner's acceptance of any such offer.

67 20. NON-DISCRIMINATION. Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the property on the basis of race, color, religion, sex, handicap, familial status or national origin.

68 21. INFORMATION WARRANTY. Owner warrants that all information provided by the Owner herein and hereafter will be true and correct.

69 22. GENERAL PROVISIONS. In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs and other expenses incurred by the prevailing party. This Agreement is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefits of their heirs, personal representatives, successors and assigns.

70 23. FACSIMILE TRANSMISSION. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmissions, shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

71 24. OTHER TERMS AND CONDITIONS:

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I (Owner) hereby acknowledge I have received and fully understand a complete copy of this Agreement. PRC 465-6586

Owner: X Cascade Builders - Socalayan Inc Phone: X 465-6586 Date: 8/13/97

Owner: X Ly Brian Butcher Prc Phone: X 467-3507

Address: X 2817N Midland Chl Phone: X 465-887-2817

Accepted: Patricia Bowman By: Nate & Patricia Bowman Date: 8/13/97

172 NOTICE TO OWNER: DO NOT ALLOW YOUR PROPERTY TO BE SHOWN UNLESS THE PROSPECT IS ACCOMPANIED BY A REALTOR

173 THE PROVISIONS CONTAINED ON PAGE ONE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

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